

Zuffa Ex. 5
(PCCX40 - Declaration of David Lopez)

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9 Attorneys for Non-Parties
10 Top Rank, Inc. and Robert Arum

11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA
13

14 In Re Subpoena Of

15 Top Rank, Inc. and Robert Arum,

16
17 Cung Le, Nathan Quarry, and Jon Fitch,
18 on behalf of themselves and all others
similarly situated,

19 Plaintiffs,

20 v.

21 Zuffa, LLC, d/b/a Ultimate Fighting
22 Championship and UFC,

23 Defendant.
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Case No. 2:15-cv-01045-RFB-PAL

DECLARATION OF DAVID LOPEZ

DECL. OF DAVID LOPEZ

TR-0001

CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER

I, David Lopez, declare and state as follows:

1. I am the Chief Financial Officer of Top Rank, Inc. ("Top Rank"). I have personal knowledge of the facts stated in this declaration and if called to testify could and would testify competently thereto.

2. The information in the table entitled, "% (Payment to Fighters / Gross Revenue)," produced by Top Rank is based on true, correct, and complete financial records of Top Rank.

	% (Payment to Fighters / Gross Revenue)			
	Pay Per View	Premium	Other	All Events
2013	70%	63%	81%	67%
2014	73%	54%	87%	68%
2015	71%	58%	64%	69%
2016	81%	69%	120%	80%

3. "Payment to Fighters" includes the purse amount, separate payments to fighter's promotional companies, if any, and amounts paid to third parties as directed by fighters, if any. No fighters were excluded from this total figure.

4. "Gross Revenue" includes ticket, advertising, sponsorship, broadcast, and ancillary revenue attributable to the events included in this table.

5. The 2013 events included in this table are:

<u>PPV</u>			
October 12, 2013	Marquez vs Bradley	Las Vegas	NV
November 23, 2013	M Pacquiao vs. B Rios	Macau	China
<u>Premium</u>			
January 19, 2013	Garcia vs Salido	New York	NY
	T Bradley vs R		
March 16, 2013	Provodnikov	Carson	CA
March 30, 2013	B Rios vs M Alvarado	Las Vegas	NV
	Z Shiming vs E		
April 6, 2013	Valenzuela	Macau	China
April 13, 2013	Donaire vs Rigondeaux	New York City	NY
June 15, 2013	Garcia vs Lopez	Dallas	TX
July 27, 2013	Z Shiming vs J Ortega	Macau	China

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DECL. OF DAVID LOPEZ

TR-0002

CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER

1	September 28, 2013	J Chavez, Jr vs B Vera	Carson	CA
2	October 5, 2013	Cotto vs Rodriguez	Orlando or Miami	FL
3	October 19, 2013	Alvarado vs Provodnikov	Denver	CO
4	November 9, 2013	Donaire vs Darchinyan	Corpus Christi	TX
5	December 7, 2013	Rigondeaux vs Agbeko	Atlantic City	NJ
6	<u>Other</u>			
7	February 2, 2013	J Felix vs G Robles	McAllen	TX
8	February 2, 2013	J Lopez vs S Santos	Bayamon	Puerto Rico
9	February 16, 2013	Lopez vs Romero	Tijuana	MEX
10	February 23, 2013	Avalos vs Araiza	Artesia	CA
11	March 16, 2013	R Marroquin vs. A Escalante	Thackerville	OK
12	March 23, 2013	J Gonzalez vs J Rios	Trujillo Alto	Puerto Rico
13	April 27, 2013	R Beltran vs J Saavedra	Austin	TX
14	May 11, 2013	Darchinyan vs Gallo	Laredo	TX
15	May 18, 2013	Rodriguez vs Castaneda	Trujillo Alto	Puerto Rico
16	June 8, 2013	JC Sanchez vs R Sosa	Las Vegas	NV
17	June 29, 2013	Marroquin vs. D Diaz	Thackerville	OK
18	July 12, 2013	C Avalaos vs D Francisco	Las Vegas	NV
19	July 13, 2013	A Perez vs E Riovalle	Inglewood	CA
20	August 10, 2013	G Rodriguez vs J Pazos	Bethlehem	PA
21	August 17, 2013	J Diaz vs A DeJesus	Laredo	TX
22	August 24, 2013	Ramirez vs JC Garcia	Inglewood	CA
23	September 28, 2013	G Tapia vs E Garcia	Atlantic City	NJ
24	October 11, 2013	J Vargas v R Narh	Las Vegas	NV
25	November 9, 2013	J Ramirez vs E Perez	Lemoore	CA
26	November 16, 2013	Jose Felix vs S Benavidez	Laughlin	NV
27	December 14, 2013	G Rodriguez vs A Santos	Bayamon	Puerto Rico

6. The 2014 events included in this table are:

PPV

April 12, 2014	Pacquiao vs Bradley	Las Vegas	NV
June 7, 2014	Cotto vs Martinez	New York City	NY
November 22, 2014	Pacquiao vs Algieri	Macau	CHINA

Premium

January 25, 2014	Garcia vs Burgos	New York City	NY
February 22, 2014	Vazquez vs Shafikov	Macau	CHINA
March 1, 2014	J Chavez, Jr. vs Vera 2	San Antonio	TX
May 17, 2014	Marquez vs Alvarado	Los Angeles	CA

1	May 31, 2014	Donaire vs Vetyeka	Macau	CHINA
2	June 28, 2014	Crawford vs Gamboa	Omaha	NE
3	July 19, 2014	Rigondeaux vs Kokiet	Macau	CHINA
4	August 2, 2014	B Rios vs D Chavez	Las Vegas	NV
5	November 29, 2014	Crawford vs R Beltran	Omaha	NE
6	December 13, 2014	Bradley vs D Chavez	Las Vegas	NV
7	<u>Other</u>			
8	February 1, 2014	Ramirez vs Mouton	Laredo	TX
9	February 15, 2014	Magdaleno vs Sanchez	Los Angeles	CA
10	March 22, 2014	F Verdejo vs. S Santiago	Bayamon	Puerto Rico
11	March 29, 2014	A Perez vs JC Martinez	Las Vegas	NV
12	April 11, 2014	G Ramirez vs Y Lorenzo	Las Vegas	NV
13	April 19, 2014	G Rodriguez vs O Cruz	Orlando	FL
14	April 26, 2014	J Zepeda vs R Frankel	Port Hueneme	CA
15	May 17, 2014	J Ramirez vs J Selig	Fresno	CA
16	June 14, 2014	Tapia vs Collinas	Atlantic City	NJ
17	July 26, 2014	J Benavidez vs H Aurad	Phoenix	AZ
18	August 9, 2014	J Felix vs A Rodriguez	Glendale	CA
19	August 16, 2014	F Verdejo vs O Bravo	Bayamon	Puerto Rico
20	September 6, 2014	J Diaz vs C Cardenas	Laredo	TX
21	September 20, 2014	K Ponomarev vs C Rivera	Phoenix	AZ
22	October 4, 2014	F Verdejo vs S Villanueva	Orlando	FL
23	October 4, 2014	G Tapia vs Banderavas	Atlantic City	NJ
24	October 25, 2014	J Ramirez vs D Rodela	Fresno	CA
25		W Vasquez, Jr. vs		Puerto Rico
26	November 1, 2014	Arellano	Caguas	Rico
27		D Magdaleno vs H		
28	November 8, 2014	Herrera	Pharr	TX
29	November 15, 2014	G Ramirez vs Zuniga	San Antonio	TX
30	December 6, 2014	J Felix vs L Soliz	Los Angeles	CA
31	December 13, 2014	F Verdejo vs K Ouazghari	Philadelphia	PA
32	December 20, 2014	A Ruiz, Jr. vs Liakhovich	Phoenix	AZ

7. The 2015 events included in this table are:

24	<u>PPV</u>			
25	May 2, 2015	Mayweather vs. Pacquiao	Las Vegas	NV
26	<u>Premium</u>			
27	January 24, 2015	Rios vs Alvarado 3	Broomfield	CO
28	March 7, 2015	Z Shiming vs A Ruenroeng	Macau	CHI

1	April 18, 2015	T Crawford vs T Dulorme	Arlington	TX
2	June 13, 2015	Walters vs Marriago	New York	NY
3	June 27, 2015	Bradley vs J Vargas	Carson	CA
4	July 18, 2015	I Yang vs C Cuenca	Macau	CHI
5	November 7, 2015	T Bradley vs B Rios	Las Vegas	NV
6	<u>Other</u>			
7	January 10, 2015	J Magdaleno vs E Ruiz	Las Vegas	NV
8	January 17, 2015	J Zepeda vs O Vazquez	Port Hueneme	CA
9	February 7, 2015	I Najera vs R Cannon	Hidalgo	TX
10	February 28, 2015	U Rodriguez vs R Tovar	Tampa	FL
11	March 14, 2015	S Rodriguez vs J Nardo	Glendale	CA
12	April 11, 2015	O Valdez vs J Rios	Laredo	TX
13	April 25, 2015	F Verdejo vs Marco		Puerto Rico
14	May 1, 2015	Lopez	San Juan	
15	May 8, 2015	R Beltran vs T Ao	Las Vegas	NV
16	May 9, 2015	G Tapia vs M Soro	Newark	NJ
17	May 15, 2015	J Ramirez vs R Frankel	Fresno	CA
18	May 30, 2015	J Benavidez vs J Paez	Phoenix	AZ
19		S Rodriguez vs A		
20		Capuline	Hollywood	CA
21		Jose Felix, Jr. vs Y		
22	June 13, 2015	Amidu	Hollywood	CA
23	June 26, 2015	Ramirez vs D Edwards	Hidalgo	TX
24	July 25, 2015	B Vilorio vs O Soto	Glendale	CA
25	August 1, 2015	C Avalos v Rey Perez	Frisco	TX
26	August 15, 2015	J Sosa vs J Belmontes	Bayamon	Puerto Rico
27	August 22, 2015	S Rodriguez vs R Luna	Fallon	NV
28	September 11, 2015	O Valez vs Chris Avalos	Las Vegas	NV
	September 19, 2015	J Felix Jr. vs M Jimenez	Studio City	CA
	September 26, 2015	A Ruiz vs J Godfrey	LeMoore	CA
	October 16, 2015	S Monaghan vs D George	Brooklyn	NY
	October 17, 2015	J Magdaleno vs V Nebran	Phoenix	AZ
	October 31, 2015	C Booth vs L Gonzalez	Kissimmee	FL
		G Ramirez vs G		
	November 20, 2015	Khatchikian	Las Vegas	NV
	December 5, 2015	J Ramirez vs J Garcia	Fresno	CA
	December 11, 2015	F Verdejo vs J Dos Santos	Puerto Rico	Puerto Rico
	December 12, 2015	O Valdez vs E Sanchez	Tucson	AZ
	December 12, 2015	P Campa vs A Herrera	Glendale	CA

8. The 2016 events included in this table are:

PPV

1	April 9, 2016	Pacquiao vs Bradley 3	Las Vegas	NV
2	July 23, 2016	T Crawford vs V Postol	Las Vegas	NV
3	November 5, 2016	Pacquiao vs J Vargas	Las Vegas	NV
4	<u>Premium</u>			
5	February 27, 2016	T Crawford vs H Lundy	New York	NY
6	June 11, 2016	V Lomachenko vs R Martinez	New York	NY
7	November 26, 2016	V Lomachenko vs N Walters	Las Vegas	NV
8	December 10, 2016	T Crawford vs J Molina	Omaha	NE
9	<u>Other</u>			
10	January 16, 2016	A Saucedo vs B Booth	Dallas	TX
11	January 30, 2016	E DeLeon vs F Navarrete	Burbank	CA
12	February 13, 2016	J Felix vs R Sismundo	Studeio City	CA
13	February 20, 2016	J Magdaleno vs E Mansito	Phoenix	AZ
14	March 12, 2016	Casey Ramos vs J Perez	Burbank	CA
15	March 19, 2016	J Diaz vs F Garcia	Houston	TX
16	April 2, 2016	F Santana vs E Parades	Pt. Hueneme	CA
17	April 16, 2016	F Verdejo vs JL Rodriguez	Puerto Rico	
18	May 14, 2016	S Rodriguez vs D Prescott	San Juan	Rico
19	May 21, 2016	R Beltran vs I Najera	Studio City	CA
20	June 25, 2016	M Alavardo vs J Torres	Laredo	TX
21	July 9, 2016	J Ramirez vs T Mendez	Dallas	TX
22	July 16, 2016	J Magdaleno vs F Vargas	Lemoore	CA
23	August 6, 2016	J Diaz vs C Vazquez	Lancaster	CA
24	August 27, 2016	J Magdaleno vs F Vargas	Pascua Yaqui	
25	September 10, 2016	J Diaz vs C Vazquez	Tribe	AZ
26	September 23, 2016	Marriaga vs Robb	Fallon	NV
27	October 14, 2016	A Ruiz vs F Lawrence	Lemoore	CA
28	October 28, 2016	C Diaz vs R Hiraes	Kissimmee	FL
	November 4, 2016	J Felix Jr. vs A Herrera	Studio City	CA
	November 18, 2016	E DeLeon vs A Silva	Laredo	TX
	December 2, 2016	A Vences vs C Ramos	Las Vegas	NV
		C Diaz vs F Vargas	Kissimmee	FL
		J Ramirez vs G Bracero	Fresno	CA

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed at Las Vegas, Nevada, on October 12, 2017.

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6 David Lopez
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CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER

Nevada Athletic Commission OFFICIAL BOUT AGREEMENT

THIS AGREEMENT, Made this 10th day of OCTOBER, 2016, by and between TOP FANK INC of (city) LAS VEGAS (state) NV, a promoter of unarmed combat, duly licensed under the laws of the State of Nevada, whether one or more, individually, or as an association, hereinafter referred to as the "Promoter"; and ESTANISLAO CRUZ of (city) COCONA (state) FL, a professional (unarmed) combatant ("Contestant"), and MORRIS DEAN MASON of (city) OWEN (state) CA, a duly licensed manager (license no. _____) under the laws of the State of Nevada (whether one or more, hereinafter referred to as the "Manager").

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to and with each other as follows:

1. **Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC") Chapter 467.
2. **Appearance of Contestant.** The Contestant will appear and enter into a contest of unarmed combat at the site location of Nevada on the _____ day of _____, 2016, at _____ o'clock _____ of the _____ day of _____, 2016, as his or her opponent, at a weight of not over _____ pounds, said weight to be taken on the certified scales of the Promoter (this contest is hereinafter referred to as the "Bout").
3. **Compensation of Contestant.** The Promoter will pay the Contestant for the Bout, and the Contestant agrees to accept in full of all claims and demands for his services and the performance by him or her of the Bout, the sum of THREE THOUSAND Dollars (\$ 3,000) (the "Compensation").
4. **The Bout.** The Bout shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations of the Nevada Athletic Commission (the "Commission"), which are hereby made a part of this agreement. The referee of the Bout shall be licensed to act as such by the State of Nevada, and selected and assigned to act as a referee of the Bout by the Commission.
5. **Reporting Time.** The Contestant shall personally report at the above-sited site location for weighing and medical examination, in accordance with the rules and regulations of the Commission, and shall appear at the site to the Executive Director two (2) hours before the time set for the contest.
6. **Publicity.** The Contestant agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.
7. **Payment of Manager's Share.** Should the Contestant desire the Manager to be paid directly by the Promoter, deducting such amount from the Contestant's share of the purse, (a) the Manager must be licensed by the Commission, (b) a valid contract between the Contestant and the Manager must be on file with the Commission, (c) the amount to be paid to the Manager must not exceed one-third of the compensation, and (d) the Contestant must specify and initial any such amount below.
8. **Breaches of this Agreement.** The following acts or omissions constitute a breach of this agreement if the Commission shall decide that (a) The Contestant and the Manager, or either of them, did not enter into this agreement in good faith; (b) The Contestant and the Manager, or either of them, had any collusive understanding or agreement regarding the termination of the Bout other than that the same should be on an honest exhibition of skill on the part of the contestants; (c) The Contestant is not honestly competing or did not give an honest exhibition of his or her skill; or (d) The Contestant, the Manager, or either of them, is guilty of an act detrimental to the interest of unarmed combat or is guilty of violating any provision of NRS/NAC Chapter 467.
9. **Agreements in the event of a Breach.** The parties agree that if the Commission or its Executive Director determines that the possibility of a breach of this agreement exists, as set forth in section 8 of this agreement, the Commission or its Executive Director, in their discretion, may order that the Promoter or any person holding the Compensation, to pay the Compensation directly to the Commission. The parties hereby waive any right or claim to a hearing on this matter. The Commission shall thereupon, in its sole discretion, make such a disposition of the Compensation as it deems to be in the best interest of unarmed combat, subject to the provisions of NRS/NAC Chapter 467. The parties agree and understand that if the Commission or its Executive Director determines that the possibility of a breach exists, as set forth in section 8 of this agreement, the Commission shall be authorized to order that the Compensation shall be distributed unless so ordered by the Commission after a hearing held in accordance with NRS/NAC Chapter 467.
10. **Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nevada, and the rules and regulations now or hereafter adopted by the Commission, which laws and rules are hereby made a part of and incorporated into this agreement. It is agreed by all of the parties that any action arising out of this agreement, shall be commenced in the State of Nevada.
11. **Assumption of the Risk.** The Contestant understands that by participating in a contest or exhibition of unarmed combat, that the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nevertheless, agrees to enter into this agreement and hereby waives any claim that the Promoter or Contestant's heirs may have against the Commission and/or the State of Nevada as the result of any injury the Contestant may suffer as a result of the Contestant's participation in any contest or exhibition of unarmed combat in the State of Nevada.
12. **Release.** The parties, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities, from any and all claims, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, may have or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.
13. **Indemnification.** The parties, jointly and severally hereby indemnify and hold harmless the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.
14. **Entire Agreement and Modification.** This agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the specific subject matter hereof. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with the Commission.
15. **Proper authority.** The parties hereto represent and warrant that the person executing this agreement on behalf of another party, if applicable, has the full power and authority to enter into this agreement.
16. **Severability.** If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.
17. **Notices.** All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with the Commission. It is understood by the parties that it is the responsibility of each party to notify the Commission of any change of address.
18. **Waiver of Breach.** Failure to disclose a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **Assignment.** Neither party shall assign, transfer or delegate any right, obligation or duties under this agreement without the prior verbal or written consent of the Commission or the Executive Director of the Commission.

IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

PROMOTER TOP FANK INC
By (signature) [Signature] Date: 10-10-16
CONTESTANT ESTANISLAO CRUZ Date: 11-25-16
MANAGER MORRIS DEAN MASON Date: _____

NOTICE TO MATCHMAKER: Each contestant MUST BE SIGNED on this Official Bout Agreement. The original Bout Agreement MUST be submitted by weigh in time to the Commission.

Managers handling contestants under so-called "verbal agreements" cannot sign contracts for contestants' appearance, as "verbal agreements" are not recognized by the Commission.

WHITE COPY - Commission YELLOW COPY - Promoter PINK COPY - Contestant
Q-460 (Revised 3/04)

TR-0008

CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER

Nevada Athletic Commission **OFFICIAL BOUT AGREEMENT**

THIS AGREEMENT Made this 16th day of November, 2016, by and between THE STATE OF NEVADA of CLARK County, STATE a promoter of unarmed combat, duly licensed under the laws of the State of Nevada, (whether one or more, individually or as an association, hereinafter referred to as the "Promoter"), and THE STATE OF NEVADA of CLARK County, STATE a professional unarmed combatant ("Contestant"), and THE STATE OF NEVADA of CLARK County, STATE a duly licensed manager/director, (under the laws of the State of Nevada, (whether one or more, hereinafter referred to as the "Manager").

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to and with each other as follows:

- Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC") Chapter 467.
- Appearance of Contestant.** The Contestant will appear and enter into a contest of unarmed combat at the site location of Nevada on the 16th day of November, 2016, or on a date to be hereafter agreed upon, for 1 round to a decision with 155 pounds, said weight to be taken on the certified scales of the Promoter (this contest is hereinafter referred to as the "Bout").
- Compensation of Contestant.** The Promoter will pay the Contestant for the Bout, and the Contestant agrees to accept in full all claims and demands for his services and the performance by him or her in the Bout, the sum of ONE THOUSAND DOLLARS (\$1,000.00) (the "Compensation").
- The Bout.** The Bout shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations of the Nevada Athletic Commission (the "Commission"), which are hereby made a part of this agreement. The referee of the Bout shall be licensed to act as such by the State of Nevada, and selected and assigned to act as a referee of the Bout by the Commission.
- Reporting Time.** The Contestant shall personally report at the above-named site location for weighing and medical examination, in accordance with the rules and regulations of the Commission, and shall report at the site to the Executive Director two (2) hours before the time set for the contest.
- Publicity.** The Contestant agrees to appear when and as directed by the Promoter at all reasonable times for publicity purposes.
- Payment of Manager's Share.** Should the Contestant desire the Manager to be paid directly by the Promoter, deferring such amount from the Contestant's share of the purse: (a) the Manager must be licensed by the Commission; (b) a valid contract between the Contestant and the Manager must be on file with the Commission; (c) the amount to be paid to the Manager must not exceed one-third of the compensation; and (d) the Contestant must specify and initial as such by the State of Nevada, and selected and assigned to act as a referee of the Bout by the Commission.
- Breach of this Agreement.** The following acts or omissions constitute a breach of this agreement if the Commission shall determine that (a) the Contestant and the Manager, or either of them, did not enter into this agreement in good faith; (b) the Contestant and the Manager, or either of them, had any collusive understanding or agreement regarding the termination of the Bout other than that the same should be on an honest exhibition of skill on the part of the contestants; (c) the Contestant is not honestly competing or did not give an honest exhibition of his or her skill; or (d) the Contestant, the Manager, or the Promoter, or any of them, is guilty of an act detrimental to the interest of unarmed combat or is guilty of violating any provision of NRS/NAC Chapter 467.
- Agreement to the available Breach.** The parties agree that if the Commission or its Executive Director determines that the possibility of a breach of this agreement exists, as set forth in section 8 of this agreement, the Commission or its Executive Director, in their discretion, may order that the Promoter or any person holding the Compensation, to pay the Compensation directly to the Commission. The parties hereby waive any right or claim to a hearing on this matter. The Commission shall thereupon, in its sole discretion, make such a disposition of the Compensation as it deems to be in the best interest of unarmed combat; subject to the provisions of NRS/NAC Chapter 467. The parties agree and understand that if the Commission or its Executive Director determines that the possibility of a breach exists, as set forth in section 8 of this agreement, that no part of the Compensation shall be distributed unless so ordered by the Commission after a hearing held in accordance with NRS/NAC Chapter 467.
- Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nevada, and the rules and Regulations now or hereafter adopted by the Commission, which laws and rules are hereby made a part of and incorporated into this agreement. It is agreed by all of the parties that any action arising out of this agreement, shall be commenced in the State of Nevada.
- Assumption of the Risk.** The Contestant understands that by participating in a contest or exhibition of unarmed combat, that the Contestant is engaging in an inherently dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nevertheless agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs may have against the Commission and/or the State of Nevada as the result of any injury or death that may occur as a result of Contestant's participation in any contest or exhibition of unarmed combat in the State of Nevada.
- Release.** The parties, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities from any and all actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, may have, or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.
- Indemnification.** The parties, jointly and severally, hereby indemnify and hold harmless the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating hereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.
- Entire Agreement and Modification.** This agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, disclosures, and other agreements that may have been made in connection with the specific subject matter hereof. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with the Commission.
- Proper Authority.** The parties hereto represent and warrant that the person executing this agreement on behalf of another party, if applicable, has the full power and authority to enter into this agreement.
- Severability.** If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.
- Waiver.** All written or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with the Commission. It is understood by the parties that it is the responsibility of each party to notify the Commission of any change of address.
- Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or non-material terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- Assignment.** Neither party shall assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior verbal or written consent of the Commission or the Executive Director of the Commission.

IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

PROMOTER
By (Signature) [Signature] Date: 11/16/16
CONTESTANT
By (Signature) [Signature] Date: 11/16/16
MANAGER
By (Signature) [Signature] Date: 11/16/16

NOTICE TO MATCHMAKER: Each contestant MUST BE SIGNED on this Official Bout Agreement. The original Bout Agreement MUST be submitted by weigh-in time to the Commission.

Managers handling contestants under so-called "verbal agreements" cannot sign contracts for contestant's appearance, as "verbal agreements" are not recognized by the Commission.

WHITE COPY - Commission
YELLOW COPY - Promoter
PINK COPY - Contestant
0-660 (Revised 3/04)

TR-0009

CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER

Nevada Athletic Commission OFFICIAL BOUT AGREEMENT

THIS AGREEMENT, Made this 16 day of February, 2016, by and between James J. Smith of (city) Las Vegas, (state) NV, a promoter of unarmed combat, duly licensed under the laws of the State of Nevada, hereinafter referred to as the "Promoter"; and James J. Smith of (city) Las Vegas, (state) NV, a professional unarmed combatant ("Contestant"), and James J. Smith of (city) Las Vegas, (state) NV, a duly licensed manager (hereinafter referred to as the "Manager"), under the laws of the State of Nevada, hereinafter referred to as the "Manager".

WITNESSETH In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to and with each other as follows:

- Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC") Chapter 467.
- Appearance of Contestant.** The Contestant will appear and enter into a contest of unarmed combat at the site location of Nevada on the 16 day of February, 2016, at 10:00 PM on a date to be hereafter agreed upon, for 1 round to a decision with 150 pounds, said weight to be taken on the certified scales of the Promoter (this contest is hereinafter referred to as the "Bout").
- Compensation of Contestant.** The Promoter will pay the Contestant for the Bout, and the Contestant agrees to accept in full of all claims and demands for his services and the performance by him or her of the Bout, the sum of \$1,000.00 Dollars (\$ 1,000.00) (the "Compensation").
- The Bout.** This Bout shall be conducted in all respects in conformity with the laws of the State of Nevada, and the rules and regulations of the Nevada Athletic Commission (the "Commission"), which are hereby made a part of this agreement. The referee of the Bout shall be licensed to act as such by the State of Nevada, and selected and assigned to act as a referee of the Bout by the Commission.
- Reporting Time.** The Contestant shall personally report at the above-named site location for weighing and medical examination, in accordance with the rules and regulations of the Commission, and shall report at the site to the Executive Director two (2) hours before the time set for the contest.
- Fidelity.** The Contestant agrees to appear when and as disclosed by the Promoter at all reasonable times for publicity purposes.
- Payment of Manager's Share.** Should the Contestant desire the Manager to be paid directly by the Promoter, including such amount from the Contestant's share of the prize, (a) the Manager must be licensed by the Commission, (b) a valid contract between the Contestant and the Manager must be on file with the Commission; (c) the amount to be paid to the Manager must not exceed one-third of the compensation; and (d) the Contestant must specify and initial any such amount below.
MANAGER'S SHARE: \$0.00
- Breach of this Agreement.** The following acts or omissions constitute a breach of this agreement if the Commission shall determine that (a) the Contestant and the Manager, or either of them, did not enter into this agreement in good faith; (b) the Contestant and the Manager, or either of them, had any collusive understanding or agreement regarding the termination of the Bout other than that the same should be on an honest exhibition of skill on the part of the contestants; (c) the Contestant is not honestly competing or did not give an honest exhibition of his or her skill; or (d) the Contestant, the Manager and the Promoter, or any of them, is guilty of an act detrimental to the interest of unarmed combat or is guilty of violating any provision of NRS/NAC Chapter 467.
- Agreement in the event of a breach.** The parties agree that if the Commission or its Executive Director determines that the possibility of a breach of this agreement exists, as set forth in section 8 of this agreement, the Commission or its Executive Director, in their discretion, may order that the Promoter or any person holding the Compensation, to pay the Compensation directly to the Commission. The parties hereby waive any right or claim to a hearing on this matter. The Commission shall thereupon, in its sole discretion, make such a disposition of the Compensation as it deems to be in the best interest of unarmed combat, subject to the provisions of NRS/NAC Chapter 467. The parties agree and understand that if the Commission or its Executive Director determines that the possibility of a breach exists, as set forth in section 8 of this agreement, that no part of the Compensation shall be distributed unless so ordered by the Commission after a hearing held in accordance with NRS/NAC Chapter 467.
- INITIALS OF PARTIES:** (P) James J. Smith (M) James J. Smith (C) James J. Smith
- Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nevada, and the rules and regulations now or hereafter adopted by the Commission, which laws and rules are hereby made a part of and incorporated into this agreement. It is agreed by all of the parties that any action arising out of this agreement, shall be commenced in the State of Nevada.
- Assumption of the Risk.** The Contestant understands that by participating in a contest or exhibition of unarmed combat, that the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nevertheless, agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs may have against the Commission under the State of Nevada as the result of any injury the Contestant may suffer as a result of Contestant's participation in any contest or exhibition of unarmed combat in the State of Nevada.
- INITIALS OF CONTESTANT:** James J. Smith
- Release.** The parties, for themselves, their heirs, successors, administrators, successors, and assigns, hereby release and forever discharge the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities, from any and all actions, causes of action, suits, debts, damages, executions, claims, and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, may have, or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.
- Indemnification.** The parties, jointly and severally hereby indemnify and hold harmless the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.
- Entire Agreement and Modification.** This agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the specific subject matter hereof. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with the Commission.
- Proper Authority.** The parties hereto represent and warrant that the person executing this agreement on behalf of another party, if applicable, has the full power and authority to enter into this agreement.
- Severability.** If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.
- Witness.** All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with the Commission. It is understood by the parties that it is the responsibility of each party to notify the Commission of any change of address.
- Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- Assignment.** Neither party shall assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior verbal or written consent of the Commission or the Executive Director of the Commission.

IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

PROMOTER: James J. Smith
By (Signature) James J. Smith Date: 2/16/16
CONTESTANT: James J. Smith Date: 2/16/16
MANAGER: James J. Smith Date: 2/16/16

NOTICE TO MATCHMAKER: Each contestant MUST BE SIGNED on this Official Bout Agreement. The original Bout Agreement MUST be submitted by weight in time to the Commission.

Managers handling contestants under so-called "verbal agreements" cannot sign contracts for contestant's appearance, as "verbal agreements" are not recognized by the Commission.

WHITE COPY - Commission YELLOW COPY - Promoter PINK COPY - Contestant
D-460 (Revised 3/04)

TR-0010

CONFIDENTIAL; ATTORNEYS' EYES ONLY PURSUANT TO PROTECTIVE ORDER